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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MICHELLE MADRIGAL, et al.,

Plaintiffs,

v.

LIVE NATION ENTERTAINMENT,
INC., et al.

Defendants.

Case No. 2:25-cv-02375-GW (KSx)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Judge: Hon. Karen L. Stevenson
Ctrm: 580 (Roybal)
Trial Date: June 30, 2026
PTC Date: June 5, 2026

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use for
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public
8 disclosure and use extends only to the limited information or items that are entitled to
9 confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
11 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
12 the procedures that must be followed and the standards that will be applied when a party
13 seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets, customer and pricing lists and other
16 valuable research, development, commercial, financial, technical and/or proprietary or
17 personal identifying information for which special protection from public disclosure and
18 from use for any purpose other than prosecution of this action is warranted. Such
19 confidential and proprietary materials and information consist of, among other things,
20 confidential business or financial information, information regarding confidential business
21 practices, business plans, business revenue and income, fees, proprietary research
22 regarding consumers' interaction with Live Nation Entertainment Inc., and Ticketmaster
23 LLC's (together, "Defendants") websites, business strategies with respect to pricing and
24 fees, other competitively sensitive and confidential research, development, or commercial
25 information (including information implicating privacy rights of third parties, such as
26 Defendants' customers and associates), information otherwise generally unavailable to the
27 public, or which may be privileged or otherwise protected from disclosure under state or
28 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the

1 flow of information, to facilitate the prompt resolution of disputes over confidentiality of
2 discovery materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of such
4 material in preparation for and in the conduct of trial, to address their handling at the end
5 of the litigation, and serve the ends of justice, a protective order for such information is
6 justified in this matter. It is the intent of the parties that information will not be designated
7 as confidential for tactical reasons and that nothing be so designated without a good faith
8 belief that it has been maintained in a confidential, non-public manner, and there is good
9 cause why it should not be part of the public record of this case.

10 2. DEFINITIONS

11 2.1 Action: the lawsuit captioned *Michelle Madrigal, et al. v. Live Nation*
12 *Entertainment, Inc., et al.*, Central District of California, Case No. 2:25-cv-02375-JFW
13 (KSx).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
17 is generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or items
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless of the
25 medium or manner in which it is generated, stored, or maintained (including, among other
26 things, testimony, transcripts, and tangible things), that are produced or generated in
27 disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action. House
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.9 Highly Confidential – Attorneys’ Eyes Only Information or Items: extremely
7 sensitive Confidential Information or Items, the disclosure of which to another Party or
8 Non-Party would create a substantial risk of serious harm that could not be avoided by less
9 restrictive means.

10 2.10 Non-Party: any natural person, partnership, corporation, association, or other
11 legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
13 Action but are retained to represent or advise a party to this Action and have appeared in
14 this Action on behalf of that party or are affiliated with a law firm which has appeared on
15 behalf of that party, and includes support staff.

16 2.12 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their support
18 staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
20 Material in this Action.

21 2.14 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
24 their employees and subcontractors.

25 2.15 Protected Material: any Disclosure or Discovery Material that is designated
26 as “CONFIDENTIAL.”

27 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
28 a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
6 that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations imposed
11 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
12 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
13 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
14 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
15 trials, or reviews of this Action, including the time limits for filing any motions or
16 applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
19 Party or Non-Party that designates information or items for protection under this Order
20 must take care to limit any such designation to specific material that qualifies under the
21 appropriate standards. The Designating Party must designate for protection only those
22 parts of material, documents, items, or oral or written communications that qualify so that
23 other portions of the material, documents, items, or communications for which protection
24 is not warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that
26 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
27 to unnecessarily encumber the case development process or to impose unnecessary
28 expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
6 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
7 must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
11 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter the "Designation
13 Legend"), to each page that contains protected material. If only a portion or portions of
14 the material on a page qualifies for protection, the Producing Party also must clearly
15 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

16 A Party or Non-Party that makes original documents available for inspection need
17 not designate them for protection until after the inspecting Party has indicated which
18 documents it would like copied and produced. During the inspection and before the
19 designation, all of the material made available for inspection shall be deemed "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has
21 identified the documents it wants copied and produced, the Producing Party must determine
22 which documents, or portions thereof, qualify for protection under this Order. Then, before
23 producing the specified documents, the Producing Party must affix the "Designation
24 Legend" to each page that contains Protected Material. If only a portion or portions of the
25 material on a page qualifies for protection, the Producing Party also must clearly identify
26 the protected portion(s) (e.g., by making appropriate markings in the margins).

27 (b) for testimony given in depositions that the Designating Party identify
28 the Disclosure or Discovery Material (1) by a statement on the record at the deposition, or

1 (2) by written notice of such designation sent to all parties within fourteen (14) calendar
2 days after the transmittal to Counsel of the transcript of the deposition. Until the expiration
3 of fourteen (14) calendar days after the transmittal to Counsel of the transcript of the
4 deposition, the Parties shall treat all of the deposition testimony as Highly Confidential –
5 Attorneys’ Eyes Only.

6 (c) for information produced in some form other than documentary and for
7 any other tangible items, that the Producing Party affix in a prominent place on the exterior
8 of the container or containers in which the information is stored the legend
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
10 only a portion or portions of the information warrants protection, the Producing Party, to
11 the extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
13 to designate qualified information or items does not, standing alone, waive the Designating
14 Party’s right to secure protection under this Order for such material. Upon timely
15 correction of a designation, the Receiving Party must make reasonable efforts to assure that
16 the material is treated in accordance with the provisions of this Order and must endeavor
17 in good faith to obtain all materials containing the information that it distributed to persons
18 not authorized to have access to such information.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
21 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
23 process under Local Rule 37.1 *et seq.* The burden of persuasion in any such challenge
24 proceeding shall be on the Designating Party. Frivolous challenges, and those made for an
25 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating Party has
27 waived or withdrawn the confidentiality designation, all parties shall continue to afford the
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1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this Action
6 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
7 may be disclosed only to the categories of persons and under the conditions described in
8 this Order. When the Action has been terminated, a Receiving Party must comply with the
9 provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location
11 and in a secure manner that ensures that access is limited to the persons authorized under
12 this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
15 may disclose any information or item designated "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
18 disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
28 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not
6 be permitted to keep any confidential information unless they sign the “Acknowledgment
7 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
8 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material may be separately bound by the court reporter
10 and may not be disclosed to anyone except as permitted under this Stipulated Protective
11 Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 7.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
15 Information or Items (Without Further Approval). Unless otherwise ordered by the Court
16 or permitted in writing by the Designating Party, a Receiving Party may only disclose
17 Information or Item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” to:

19 (a) the Receiving Party’s Counsel in this action and employees of such
20 Counsel to whom it is reasonably necessary to disclose this material, including support
21 staff and outside data hosting providers who are directly assisting Receiving Party’s
22 Counsel in the preparation of this Action for trial;

23 (b) House Counsel and their staff to whom it is reasonably necessary to
24 disclose this material.

25 (c) the Court and its personnel;

26 (d) court reporters and their staff;
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1 (e) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
3 the Acknowledgment and Agreement to Be Bound (Exhibit A);

4 (f) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) The author or recipient of a document containing the material, or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary and who have signed the
11 Acknowledgment and Agreement to Be Bound (Exhibit A), unless otherwise agreed by the
12 Designating Party or ordered by the Court. Pages of transcribed deposition testimony or
13 exhibits to depositions that reveal material designated “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” must be separately bound by the court reporter and may
15 not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

16 (i) any other person with the prior written consent of the Designating Party.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
22 that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the subpoena or
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1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 before a determination by the court from which the subpoena or order issued, unless the
9 Party has obtained the Designating Party’s permission. The Designating Party shall bear
10 the burden and expense of seeking protection in that court of its confidential material and
11 nothing in these provisions should be construed as authorizing or encouraging a Receiving
12 Party in this Action to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
14 THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-
18 Parties in connection with this litigation is protected by the remedies and relief provided
19 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
20 from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is subject
23 to an agreement with the Non-Party not to produce the Non-Party’s confidential
24 information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-
26 Party that some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;
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1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific
3 description of the information requested; and

4 (3) make the information requested available for inspection by the
5 Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court within
7 14 days of receiving the notice and accompanying information, the Receiving Party may
8 produce the Non-Party's confidential information responsive to the discovery request. If
9 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
10 information in its possession or control that is subject to the confidentiality agreement with
11 the Non-Party before a determination by the court. Absent a court order to the contrary,
12 the Non-Party shall bear the burden and expense of seeking protection in this court of its
13 Protected Material.

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
18 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
19 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
20 unauthorized disclosures were made of all the terms of this Order, and (d) request such
21 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
22 attached hereto as Exhibit A.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain inadvertently
26 produced material is subject to a claim of privilege or other protection, the obligations of
27 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
28 This provision is not intended to modify whatever procedure may be established in an e-

discovery order that provides for production without prior privilege review. The Parties agree that the inadvertent disclosure of privileged or protected material does not constitute a waiver of any such privilege or protection in this proceeding or any other federal or state proceeding and that this Protective Order shall be construed to provide the maximum degree of protection permitted by Federal Rule of Evidence 502(d).

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where

1 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
2 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
3 other format reproducing or capturing any of the Protected Material. Notwithstanding this
4 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
5 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
6 trial exhibits, expert reports, attorney work product, and consultant and expert work
7 product, even if such materials contain Protected Material. Any such archival copies that
8 contain or constitute Protected Material remain subject to this Protective Order as set forth
9 in Section 4 (DURATION).

10 14. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or monetary sanctions.

12
13 IT IS SO STIPULATED AND AGREED:

14
15 Dated: July 16, 2025

JENNER & BLOCK LLP

16 By: /s/ Brandon D. Fox

17 Brandon D. Fox

18 Attorney for Defendants Live Nation
19 Entertainment, Inc. and Ticketmaster
20 LLC
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27
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1 Dated: July 16, 2025

By: /s/ Shana Khader

Shana Khader (*pro hac vice*)

Robert M. Devling (*pro hac vice*)

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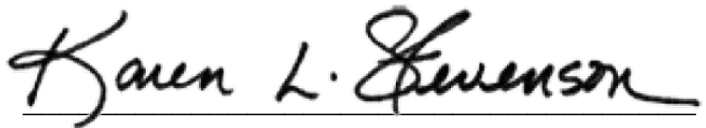
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apersinger@tzlegal.com

Counsel for Plaintiffs and the Proposed
Classes

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19 DATED: July 17, 2025



The Honorable Karen L. Stevenson

United States Magistrate Judge

ATTESTATION OF FILER

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Brandon D. Fox, hereby attest that counsel for Plaintiffs, Shana Khader, concurs in the filing's content and has authorized the filing.

Dated: July 16, 2025

JENNER & BLOCK LLP

By: /s/ Brandon D. Fox

Brandon D. Fox

Attorney for Defendants Live Nation
Entertainment, Inc. and Ticketmaster
LLC

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [date] in the case
of *Michelle Madrigal, et al. v. Live Nation Entertainment, Inc., et al.*, Central District of
California, Case No. 2:25-cv-02375-GW (KSx). I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____